the bank to meet such checks. The question is: Could this action be maintained on the checks at said time, or was the same prematurely brought? Under our Statute (Code Supp. 1913, § 3060a185), a check is payable on demand. Where the drawer of a check stops payment thereon, he is liable to the holder of the check for the consequences of his conduct. In such event the relations between the drawer and the payee become the same as if the check had been dishonored and notice thereof given to the drawer. The effect, so far as the drawer is concerned, is to change his conditional liability to one free from the condition, and his situation is like that of the maker of a promissory note, due on demand. Usher *v.* A. S. Tucker Co., 217 Mass. 441, L. R. A. 1916F, 826, 105 N. E. 360; Albers *v.* Commercial Bank, 85 Mo. 173, 55 Am. Rep. 355; Brown *v.* Cow Creek Sheep Co., 21 Wyo. 1, 126 Pac. 886."

Hearsay Evidence—Letters to Accused.—In State *v.* Payne, 200 Pac. 314, the Supreme Court of Washington held that ordinarily letters written to defendant are to be rejected as hearsay; but that in a prosecution for criminal syndicalism a letter written by the secretary-treasurer of a branch of the I. W. W. organization on the usual letter head of such organization, addressed to the defendant, and found in his possession at the time of his arrest, which had been written in answer to a letter, written by defendant, and which showed defendant's active participation in the organization, was admissible.

The court said in part: "The state introduced in evidence a letter, dated at Butte, Mont., December 20, 1919, written by the secretary-treasurer of a branch of the I. W. W. organization, addressed to the appellant and found in his possession at the time of his arrest. He contends that the letter was wrongfully received in evidence against him, on the theory that a defendant cannot be held responsible for the assertions contained in letters which may be written to him. In support of his argument, he quotes from the case of State *v.* Roberts, 95 Wash. 310, 163 Pac. 779, to the effect that:

" 'It is well established, not only in reason but by authority as well, that letters written by a third party to one who is charged with a crime are not to be taken as an admission against him, but are to be rejected as hearsay.'

"While the general rule is as stated by us in that case, there are exceptions, one of which was noticed by us in the opinion in that case, for we there said:

" 'But this rule has a well-defined exception: 'Letters written to a party and received by him may under some circumstances be read in evidence against him; but, before they can be received as admissions against him, there must be some evidence besides the mere possession showing acquiescence in their contents, as proof of some act or reply of statement. Jones, Evidence (2d Ed.) § 269.'

"In the case of Spies *v.* People, 122 Ill. 1, 12 N. E. 865, 17 N. E. 898, 3 Am. St. Rep. 320, the rule is laid down as follows:

"'In the celebrated trial known as the Anarchist Case, it was held that an unanswered letter found in the possession of a defendant may be received in evidence as in the nature of an admission, if, from its terms, it may be gathered that he invited it, or if evidence is adduced that he acted on it.'

"The letter in question here comes within the recognized exception to the general rule, for it is written on the usual letter head of the I. W. W. and is an answer to a letter written by the appellant. It reads in part as follows:

"'Received yours of the 18th. I am glad you got safely back among the stumps once more, and I am sure a few weeks' work there will do you a great deal of good. Have not heard from any of the fellow workers in Seattle since you left here, and if I do get any news will keep you posted. * * * With best wishes, and hoping to hear from you again soon, I remain, yours for One Big Union. * * *'"

Marriage—Use of Fictitious Name by Husband as Ground for Annulment.—In Chipman *v.* Johnston, 130 N. E. 65, th Supreme Judicial Court of Massachusetts held that where a man, who falsely represented that he was from Alaska, married petitioner under an assumed name, and they cohabited for only a brief time, when he deserted her, the marriage will not be annulled; it appearing that, though petitioner was grievously deceived, the man she married was the human being she intended to marry.

The court said in part: "It is not every error or mistake into which an innocent party to a marriage may fall, even though induced by disingenuous or false statements, silences, or practices, which affords ground for its annulment. Manifestly wicked deception was perpetrated upon the petitioner. That alone is not enough to vitiate a marriage duly solemnized and fully consummated. Fraud, in order that it be ground for annulment, must go to the essentials of the marriage relation. The law in this particular was succinctly stated by Chief Justice Bigelow in the leading case of Reynolds *v.* Reynolds, 3 Allen 605, at page 607, in these words: 'In the absence of force or duress, and where there is no mistake as to the identity of the person, any error or misapprehension as to personal traits or attributes, or concerning the position or circumstances in life of a party, is deemed wholly immaterial, and furnishes no good cause for divorce. * * * These are accidental qualities which do not constitute the essential and material elements on which the marriage relation rests.'

"'The petitioner was not mistaken in the identity of the respondent.